RT-3-92

, G. R. S. IX-5]

Previous references.

S.R. 37-1891

1892-93.

~~191~~ .

(S.R.)

File No. 54-92

Serial Nos. 15.
1—

Later references.

S.R. 37-1893.
S.R. 80-1896
G.R. S. 11-18.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1—15.

Major Part-B for August 1894

SUBJECT.

Arrears due from the late Toddy Contractors, Mysore District.

---

1 to 15. To. Hollis Campanna & Boommiah
The Deputy Commr Mysore

99 (No 3394-6 Dt 25-8-1894.
R.H. 3-92.

I also that Govt. see no reason to alter the orders of 11th April 1894, & that they are not bound by any internal arrangements made between Departments in so far as the Toddy Revenue is concerned.

W D 88—GPB—50,000—24-7-18

Sept C

5 Sept 92

(12)

Excellency

Chih Muddapa ~~has~~ presented the enclosed petition last evening about his saying that he was sent to under go imprisonment -

I submit with an English translation & a few pencil notes in the margin of the translation -

It will appear thereupon that Existing

The Yelandur case.

& A Mayengere Excise Inspector

the points adduced are
of comparatively trivial
importance & easily solved
by the Court —

The Mandamus case
is awaiting the decision
of appeals — The Interest
may well be excused under
all the circs —

With best respects I am
My dear Sir
Yours very truly
Thaddeus Stevens

H. Shellabarger Esq

(9) Dear Wm

(12)

yes. permit issued.
I'll decide at once
upon claim. only
the map is very
incomplete.
Let Dep Comr
dispose of other
points. Let Sale
be postponed till
Such disposal &
report.

6/9/92

Telegram sent -
Wde draft Bdy

7/9

12

CHIEF SECRETARY'S OFFICE.

REVENUE BRANCH 25

OFFICE NOTE.

SUBJECT.

Arrears due from —
M.r Chickmuddappa, late
Toddy Contractor, Mysore
District.

LAST REFERENCE.

Letter No. 1193 & 265 dated 27th March &
5th September 193 respectively —
from the Secretary Comr, Mysore.

Vide No 3878-87/58
Dy 2nd June 92
(Paper No 1)

It having been brought
to the notice of Govt by the
Comptroller that large arrears
were allowed to remain —
uncollected at the close of
the Toddy Contract from
April 1891 to March 92,
Govt directed that prompt
steps should be taken &
that progress reports
should be submitted
weekly on the subject.

2/. In compliance of the above order, the Deputy Comr, Trichy Disbnd, submitted a statement wherein he showed that the total arrears due from the Contractors of his Distt amounted to Rs 97908/5/11. While the amount of Security from the Contractors was only Rs 67388/-, and further requested that the Comptroller might be instructed to sell the whole of the securities standing in favour of some of the Contractors.

Vide no 296 dt 28-6-92
(Paper no 2)

	Total amount due Rs. as P
× Mr R C Muddappa	43341-6-11
" N. Puttamma	23229-3-1
Seshachellum Modaliar & N Puttamma dy Mallikarjuna	3695-7-4
Seshachellum Modaliar	27642-4-7
Total	97908-5-11

For details please see Serial no 2 a

3/. Govt instructed the Comptroller as to the sale of the Security bonds, and directed the Dy Comr to adjust the claims of

Vide no 838-40 / RF 3-92 dt 14-7-92
(Paper no 3)

his property may be
postponed pending the
settlement of his account.

7/. Govt forwarded the
above petition to the Dy Comr with a
Memo containing a few
remarks on the several
points forming the subject
of representation to Govt
and requested him
to settle some of the
points urged by the
Contractor & meanwhile
to postpone the sale of his
properties pending such
settlement. Govt also held out
a promise of the remission of interest.

8/. The Dy Comr accord
-ingly postponed the sale
and has submitted —
detailed reports on the

Vide No 3603 Dt 7-9-92
RF 3-92
(Page- Nos 16).

Vide Dy Comr's Nos 1193 &
265 Dt 27th March & 5th
Sept 93 respectively
(now pending orders)

the Kanakars (which amounted to Rs 6389 8/-) out of the available assets of the Contractors.

4/. The purchase of the Mysore Debentures of Rs 17000/- was made & adjustments effected as desired by the Dy Comr, Mysore Distt.

Held as part Security of Mr R.C. Muddappa. (Vide Serial No 6)

5/- The Dy Comr then attached the properties of Mr Chick Muddappa for the arrears still found due by him.

Vide Pol 483 Dy 24-8-92 (Paper No 11)

6. Mr Chick Muddappa submitted a petition setting forth in detail all his grievances, and praying that the Sale of

Several points alluded to by the petitioner.

9/. a memo showing side by side the petitioners representations, the observations made by in this office and the Dy Com'rs opinion thereon, is also submitted herewith for orders.

Memo

Points urged by the Petr.	Observations made in this office.	Deputy Comrs reply.	Orders.
1. Rs 298-3-2 being difference between Chicka Muddappa's payments & the amount credited attributed to absence of receipts — but capable of proof by accounts & admissions of parties concerned.	This is capable of Easy Verification & settlement in the District office. If the persons concerned admit, there is an end of the matter.	Chick Muddappa after reference to his own accounts produced a memo, copy of which is herein enclosed — showing the details of the amounts paid to Ramdars for which however no receipts had been taken by him. The total amounts to Rs 298-2-2. Chick Muddappa had undertaken to produce before me the papers of these sums but has not yet done so. No action can be taken by this office until these payments are certified to by the parties.	The Dy Cr may ask the Ramdars named, to show cause if any agt the correctness of this alleged payment - If objection is taken it may be considered - If no objection is taken, Chikmuddappa's claim may be accepted - [illegible] why not [illegible] parties [illegible]

2/ Rs 1749-2-5. Amount of Mamdars' Local Cess. To be recovered from Mamdars on all payments to be hereafter made to them.

This amount is evidently the Local Cess at 1/2 anna per Re on Rs 27986-10-10 shown as Mamdars dues, whe ygt. recovered from Chick Moodappa. The Petrs contention is prima facie reasonable & is the Mamdar who is ultimately liable to pay Local Cess to Govt & the Contractor is required to pay it to Govt in the first instance & withhold it from his payment to Mamdars Thus this amount of Local Cess is included in Rs 27986-10-10 & may not be taken in addition but it is not clear why the Dy Comr. has omitted the

It is true that this amount of Local Cess payable by the Contractor to Govt on account of the Mamdars is merged in the sum of 27986-6-10 and ought to be omitted & sum of Rs 7428-14-4 claimed for Local Cess on Mamdars' dues in the Contract of Davy Moodappa &c is still under correspondence (vide this office No 2-787 of 10/11.11 90 to the Excise Comr). Final orders are however necessary in the matter of this claim for a complete settlement of Chick moodappa's accounts. As the arrear of Govt which still due on account of this Contract was claimed from Petr, it was intended to show this sum also as an outstanding against him, but Rs 1749-2-5 were shown instead of Rs 7428-14-4 that will not sufficient details owing to inadvertence.

The amount [illegible] withheld [illegible] to the

(after course.

3/ Rs 10,000 due to Jahagirdar of Yelandur

The appeals before Govt will be decided soon after the Dasara Representative Assembly.

Notices were served on the Respts calling upon them to pay up the amount of Toddy Revenue payable to the Jahagirdar of Yelandur by Messrs Davy Boddappa &c for the years 1881-87 as awarded in the Revenue Cases Nos 304 of 1889-90 on the file of the Dy Commr Mysore Distt & confirmed in appeal by Govt in their Rev Dept No 9020-3 Dy 11th Dec/92. R.F. 223-92

2/ Mr Davy who had appeared at the former hearing produced a release bond & pleaded that he was not liable for the decreed amount. Holle Rangana on behalf of himself & Chicka Huttiah (deceased) & Chickbommiah, the heir & legal representative of Bommiah (also deceased) filed a written Statement through advocate Mr H. L. Narasimhaiyengar to the following effect which the Govt agreed in extenso to give the Govt an idea of all the points on which they

Confirmed against the payment of the decree.
(a) That they were not aware of the decree passed that K.C. Moodappa alone was the recognised Contr Answerable for the revenue payable by Davy Muddappa &co to Govt & the Inamdars as per private arrangement entered into between themselves & the said Muddappa.
(b) That they were only Sub Shares (2 gr & 3 Dwds) with Davy Muddappa &co & that the Company was not registered
(c) That if the Jahagirdar had wished to execute the decrees against them, he should have included them as parties & caused their defence to be recorded before decision.
(d) That the plaints & decrees were barred by limitation as against the petrs.
(e) That Davy Moodappa &co had settled their accts with their Sub Shares on the date of the plaints that the Company had been then dissolved.
(f) That Moodappa alone is responsible as he has settled all accounts of Govt himself and received back the deposit amount of the Company, and as Govt returned the deposit amount before he completely settled the Claims of Inamdars,

Their responsibilities in the matter (even if any existed) have ceased.

Note. The deposit amount was credited towards arrears of Govt. Khists but not returned.

(g) That the Jahagirdar who was till now proceeding against Muddappa alone is not right in proceeding now against them & that they are not responsible as their rights against Muddappa have been injuriously affected either by the time allowed to Moddappa for payment of dues or by the release of his attached properties.

(h) That the statement of Moddappa to the effect that they owe him Rs 12000/- is false.

(i) As by Chief Court decree (Exhibit marked A) Muddappa has to render accounts to them.

(j) That for these reasons they pray that amounts may be recovered from Muddappa alone & that mutual liabilities between themselves & Muddappa may be left for the decision of Civil Courts.

3/ Against the above K. C. Muddappa filed the following statements on his behalf.

(1) That

(1) That the Jodily Contract of the Mysore Dist was held from 881- 1887 by Messrs Davey Muddappa & Co, the firm being composed of Messrs (1) Davey (2) Bommiah (3) Chick Mallana (4) Chick Muddappa & (5) Holle Kangana.

(2) That in 1886, Bommiah died & Chick Mallana took his place as head man, that Chick Mallana in 1887 released Mr Davey & gave him a bond & that appeal signing it on behalf of himself & other partners on the 21st Jan'y 87.

(3) That in augt/87, the accounts of the firm were settled and as the claims of many Shanbars remained unsettled up to that date, it was agreed that the following outstandings should be allowed to be collected by Chicka Muddappa & be used by him to pay up the dues of the Shanbars.

	Rs
Due by Chick Mallana as per No 5.	902
Do by Mr C Pappanah	8500
Do by Holle Kangana being interest on Govt of India Pro: Notes taken by him at the Company Settlement	4500
Do by Chick Mallana on account of India Govt Bond Do deposited in Madras Bank in his name.	1000

Due from Holle Rangana & Chicka Mallana
being interest on firm's money taken by them. 3500

Total — 18402

Money received — 5400

Balance — 13,002

(4) That as Chick Mallana paid only Rs 5400 out of the outstanding against C. Pappanah, Chick Boodapa reported the matter to the Dewan in 1887 at the time when fresh contracts were being given out, & that the Dewan after enquiry of Chick Mallana regarding it ordered the early collection of the amounts from him & others. That as it was the custom for each member of a firm to sign the Contract bond, the name of the firm alone being signed & accepted, it is impossible for him to produce any Govt records to show that Holle Rangana & others were partners in the firm from 1881 to 1887 but that they were really so was perfectly known to the then Dy Comrs & other Govt officers acting on behalf of Govt at that ~~time~~ period.

(5) That the facts stated by him can be proved by documentary evidence & that in the written statement

filed by Holle Langana & Bonniah, they admit that they were partners.

6) That though some of the Govt Contract bonds were not signed by Hunddappa, he has not attempted to dispute his responsibility in them. That for these reasons, he prays that Execution be taken for the Collection of the moneys due by the firm from all the members & so relieve him of the sole responsibility.

4/ No Documents stated to be filed
Lastly of all he must point out that according to para 5 of Chick Hoodappa's Statement, he is unable to produce any document to show, beyond a doubt, that the Company consisted of the members mentioned by him. He says in para 6 of his Statement that there are other documents which will support his plea that such a Company was formed but he has failed to produce them.

5/ While Holle Langana & others contend on the one hand that for reasons given in their Statement they are not responsible to pay the

decreed amount to the Jahagirdar, ~~contrary to the~~ ~~terms of the~~ bond
Chick Muddappa on the other hand argues that the Company should be
held jointly liable & not be alone individually.

6/ With regard to Mr. Davy, the Dy Commr remarks that
the release bond which is said to have been executed to
him by Chick Mallaiah as a member of the firm does
not appear to have received the approval or sanction
of Govt & so as to enable him (Mr. Davy) to claim the
release from all responsibility which the firm may
be held responsible to Govt.

7/ Thus under the circumstances represented by both
parties so far as the Execution of this decree is con-
-cerned, the Chief question for decision hinges on
the point whether the Company should be held res
-ponsible jointly for the recovery of the amounts
~~decreed~~ decreed by Govt in favour of the Jahagirdar
Or Chick Muddapa alone individually. Whatever may
be the nature & conditions upon which the Company
was formed as regards its liability jointly or severally,

this much is clear that all along Chick Muddapa has acted as an active partner in settling the claims of the Company and in receiving its dues. He has by his actions always shown himself to be principal responsible to Govt. He cannot now shirk from that responsibility & the Defendants consider that he is estopped from doing so by his own actions.

8/ But before proceeding to take any final steps, the Defendants beg to submit the entire records & solicits early instructions on the point whether the decree may be executed only against Chick Muddappa individually or against the Company (with).

4/ Rs 557-1-11 Excess payment to Ukkanhalli Amildar.

Perf. means that the Amildar has been or is being paid more than he is entitled to by his own admission or agreement with

His Amildar claimed a total amount of Rs 1408-8 and the same was directed to be paid vide Govt order Camp No 1193 of 26th March 90. Before the receipt of this order, the Amildar had received from Chicka Muddappa Rs 274 & giving a receipt therefor. Chicka Muddappa pleaded that the claim had been satis.

the Petr. This is matter for Dy Comrs Easy disposal.

– promised by the said payment & that the receipt was taken in full discharge thereof. But the Manadar on the other hand contended that it was not a full discharge. These circumstances were reported to Govt & the payment of the so called excess amount finally approved (Vide Govt order no 6859/244 of 11th Sept (91) He is therefore not entitled to any credit on this account.

This decision may be accepted Thus or reserved till both parties are heard thereon

5/Rs1683–11–4 Interest for delay payment.

Govt will be pleased to remit interest. No demand need be made on this account.

Chick Muddappa prays for the remission of a total sum of Rs 8518–4–10 including this amount as overdue interest from the Commencement of his own Contract on the 1st April/87 to end of March/92. Govt have been pleased to promise a favourable Consideration in the matter, and a bill for Rs 8,305–8–10 Certified to by the Treasury Officer is submitted. No demand was made

		of Chick Muddappa weekly for over the interest but only an adjustment of Rs 1653-11-4 towards delay interest was made by this office on 31st March from the amount to his credit in the Treasury This Chick Muddappa clamours & and wants to be treated.
C/Rs 473-14-8 difference betn Chick Muddappa accounts & the accounts of the Dist Office.	This is matter for the DyComr to Verify & Settle.	Chick Muddappa has produced no Vouchers or references in support of his allegation, and the Petitioner is unable to discover any error in his accounts.
T/Amount due from	This matter requires	The DyComr is silent on the head.

Kantner Chick
Mallanga

in use by each.
The Comptroller
will in the
meanwhile
be requested
to await Govt
orders before
his Securities
are returned
or otherwise
appropriated.

Submitted for orders. 26 Sep 93

Dewar
26 Sep

23/9/93

Please see my marginal
notes thereon

Draft submitted for appl
Mller
24/11/93

4/10

CHIEF SECY.'S DEPT.

30

25

SUBMITTED TO THE DEWAN.

For Orders.

Questions connected with Mypore Laddy Annam the recovered from Dany Moodaliar & C. & Ramadapa & C.

Draft prepared under Mr Dewan's instructions for approval is herewith submitted.

I am sorry for the delay occasioned by the pressure of the Durbar.

But this delay has secured to the case the advantage of being considered by the Dewan who knows the past history of the case so fully.

The main questions relates to the point whether Chikka Moodaliar alone

of his partners should
be proceeded against
for the arrears due
& more especially
for the arrears due
by the plaintiffs

(2)

Translation of petition dated 4th September 1892 from late Toddy Contractor Thimmappa of the Mysore District to the Chief Secretary to the Dewan of Mysore.

A Notification has been published in the Mysore Gazette dated 18th August 1892 as per orders of the Deputy Commissioner, Mysore Distt, sanctioning the sale by public auction on 10th September 1892 of all my property, moveable and immoveable as well as the sale of documents &c relating to my private transactions in satisfaction of the amount said to be outstanding against me as detailed below:—

Amount said to be due to the Iraindars of the Mysore Distt for which decrees have been obtained — Rs 23,106 - 2 - 3

——do— for which decrees have not been obtained —— 4880 - 4 - 7

Local cess on the amounts due to the Iraindars — 1,749 - 2 - 5

Total — Rs 29,735 - 9 - 3

On the 1st instant I submitted a

a petition to the Deputy Commissioner Mysore, enclosing a detailed statement shewing the payments made to the Inamdars up to date and requesting that the sale may be postponed till my appeal to Government against the amount of decree viz Rs10,000/- awarded in favor of the Jahagirdar of Gelandur was finally disposed of. The Deputy Commissioner refused postponement of sale as will be seen from the endorsement herein enclosed. I also beg to submit for your perusal (1) copy of the statement sent by me to the Deputy Commr, Mysore Distt, (2) statement shewing the payments made through Government to the Inamdars in the Mysore Distt on account of Toddy Revenue and (3) Extract from my "Jamakharch" account.

I beg to submit for your consideration the following disputed points: -

Rs - as - ps	
298 - 3 - 2	Difference between the amount (viz) Rs 635-7-3 paid

paid by me lately and Rs 6051-4-1 credited towards my account which amount has been rejected for want of receipts. The receipts for the amount at issue have been mislaid. I am prepared to prove both by reference to accounts as well as by reference (or admission) by the individuals concerned, that the amount in question has been paid. Hence this amount ought to be credited to my account.

Amount of Local Cess. 1749-2-5

As this amount is to be recovered from the Iraundars out of the payments to be made to them hereafter, this should be deducted from the amount said to be outstanding against me.

Amount said to be due to the Jahagirdar of Velandur by me. 10,000-0-0

In pursuance of the practice in force, a Toddy Rent of Rs 6000/- is due annually to the Jahagirdar for 9 years, beginning from 1881 to the end of March 1890, this will amount to Rs 54,000/-. In satisfaction of this demand, Rs 32961-4-2 has been paid by the contractors and Rs 24563-0-10 through Government making a total of Rs 57525-0-0 thus exceeding the amount properly due by Rs 3725/- I beg to submit that none of the Iraundars have been awarded and none have obtained decrees since 1881 for an increased rate of Toddy Revenue in proportion to the increased amount of Gat contract. But in this individual case

decree has been passed for a higher amount. Upon my appeal to Govt, ~~against~~ requesting cancellation of the order awarding a higher rate referred to in this individual case, it was ordered in Proc. No. 1193 dated 26th March/91 that the question will be settled hereafter. As I have been put to a great loss by this large amount being included in the lists of debts said to be due by me, I request that this amount may be struck off pending the final settlement of the question by Government.

5557-1-11 Amount paid in excess by Govt to the Shanadar of Uttanahulli in the Mysore Taluk This should be recovered from the said Shanadar and credited to my account.

1683-11-4 Money deducted as interest for delay in payment of the Toddy Thist for March/90 from the amount of Rs 31251-4-4 deposited by me for payment to Shanadars. Owing to delay in the sale of the Bonds, I regret my inability to pay interest I beg that this amount also may be credited to my account.

473-14-8 Difference between my accounts and the accounts kept in the District office as will be seen

14762-1-6 from the statement herewith submitted.

As the date fixed for the sale

is

is fast approaching, I humbly beg to request that you will kindly telegraph to the Deputy Commissioner, Mysore requesting him to cancel the sale of my property and thus give me an opportunity of having the question settled by Government. If the Government will not be pleased to grant this request, I shall not only be unable to recover the large amounts due to me by my creditors but shall loose my reputation among merchants and thus be ruined.

In conclusion, I humbly beg that the Government may be graciously pleased to view my case with pity and pass favorable orders.

I beg remain
Sir,
Your most obedient and humble
Servant
(Signed) R. Muddappa

4th Sept/92
Bangalore

P.S. It was directed in Govt Proc No. 1193 dated 26th March/91 that

that Rs 8000/- and odd should be
recovered from late Sowcar Chik
-malliah for payment to Inamdars
of the Mysore Distt whereas only
Rs 54-3½-0-10 have been collected.
The Deputy Commr should be ordered
to recover the balance from the
defaulter and pay the Inamdars.
The contract for the years 1881 to
1887 was in the name of Messrs Davy
Muddappa & Co. The Deputy Commr
should be informed of the fact
that the amount due by the
Company should be recovered
from Chik Muddappa, Chik malliah
Hotte Rungamma and ~~Sodar~~ Bommiah.
A large amount paid by me
on this account has to be realized
from Chik malliah who died
lately. His brother Hotte Rungamma
is trying to get back the Govt bonds
deposited by Chik malliah on
account

of his Toddy Contract in the
Tumkur District. I have telegraph
-ed and written requesting to
withhold the same. I therefore
beg that the deposit bonds re-
ferred to above should not be
returned.

As difference appears in the
amounts paid by me to government
on account of Toddy Khists. I
request that the Deputy Commis-
-sioner may be kindly asked
to supply me with the accounts
from 1887 to 1892.

4/9/92 (Signed) R. Muddappa.

Drafts

(10) 1892-93. 27

17 L.S.

To The Deputy Commr.

Mysore District.

Dated February 1893.

No.

His letter no 483 dated 24th August 1892 reporting with refce to Govt. Proc. Nos. 2878-87 S-8. & 838-40 3-92 dated respectively 2nd June and 14th July 1892 that the Sadr arrears due by Mr. R. C. Muddappa viz Rs 15 355 has been recovered by the sale of Railway debentures held in deposit and that his property, moveable as well as immoveable, has been advertised for sale for recovering the balance due by him.

Ha

has the honor to observe that the foregoing does not dispose of all the points alluded to in both the Govt. orders referred to in the above and to request that the Deputy Commissioner will be so good as to submit at a very early date, a statement of the kind submitted with his letter No 296 dated 29th June 1892 showing clearly the arrears outstanding on the 1st Instant against each of the late Lodge Contractors of the Mysore District and the steps taken to recover the same. By order.

W. M. Chief Secretary.

31 3: (25 W)

Read,

Petition dated 24th Sept. 92 Regd. No. 610, from Chicka Mudappa, late Abkari Contractor, Mysore Dist., praying that the sale of his property which was attached for the arrears due from him may be postponed, pending the settlement of his account.

2. Letter No. 1193 dated 27th March 1893, from the Deputy Commissioner, Mysore Dist., submitting report on the above petition

3 - Also - Correspondence ending with Letter No. 265 dated 5th Sept. 1893, from the Dy Comm., Mysore Dist.

Order -

After a due consideration of the points

set forth in Chetka Mud-
dappa's petition and
the Correspondence above
read, Govt. are pleased
to pass orders as
follows:-

"With reference
to the Petrs contention
that Rs. 298-3-2, being
the difference between
his payments and the
amount credited - at-
-tributed to absence of
receipts - but capable
of proof by accounts
and admissions of
parties concerned,
the Dy Commr submits
that as per a Memo
furnished by Chetka
Mud dappa, the total
amount

amount shown as having been paid to Inamdars is Rs. 295-2-2, for which no receipts had been taken, and that Chicka Mudappa although offered to produce the papers before him, yet he did not do so. The Deputy Commissioner will be requested to issue notices to the Inamdars named to shew cause, if any, against their recognition. ~~of the above payments and to certify the same.~~ If objection is taken, it may be considered; if not, Chicka Muddappa's statements may be accepted.

Calling upon them to certify to the alleged payments of

(2) In regard to the payment of the Inamdars' Local

Local Cess amounting
to Rs. 1749-2-5, which
have to be recovered
from Inamdars out-
of payments to be here-
-after made to them
as alleged by Petr, the
amount may be with-
-held from payments
due to the Inamdars
Concerned.

(3) Regarding the sum
of Rs: 10,000 due to the
Yellandu Jahagirdar,
the parties connected
with the firm of Messrs:
Davy Muddappa & Co
in response to a notice
issued by the Dy. Comm.
calling upon them
to pay up the Toddy
Revenue due to the
Jahagirdar, presented

a written statement denying their liability and making Chicka Mudappa alone responsible to the decreed amount. If Chicka Mudappa was the only Contractor recognized by Govt. & decree was passed against him alone, Govt. fail to see why the sub sharers should be held liable. If the Govt. Contractor pays what is due to the Jahagirdar, the dispute, as between himself and the sub sharers must be adjusted separately. There are no grounds on which the Jahagirdar may be permitted to get behind the Decree and ask for ~~redress~~ redress

redress against those who were no parties to the Decree, and if there was no decree against any other person than Nuckka Mudappa, it is not apparent why the question of liability of the Company should be raised. The Dy/Court will however read the Decree & pass such orders as he thinks proper, leaving the aggrieved party to appeal to Court.

(4) The Dy/Commr will be requested to hear both parties & decide the question of the excess payment of Rs: 557-1-11 to the Uttanahalli Inamdar.

(5) The prayer of Chicka Mudappa for the remis-sion of the delay inter-est being a separate question, the Deputy Commr. will submit the same separately for orders.

(6) Chicka Mudappa having failed to pro-duce any vouchers or references in support of his allegation about the existence of a differ-ence of Rs. 473-14-8 between his and the Dist. Office accounts, his objection may be dismissed.

To. The Dy Commr. Mysore
Dist.
Copy to Chicka Mudappa

Cliffe

24/11/93

Section S.R
File No 54-92
Serial No 1

[illegible]

295-3-2- [illegible] 635-5-4- [illegible] 635-4-1 [illegible]

449-2-5- [illegible]

10000-0-0- [illegible] 1881 [illegible] 1890 [illegible] 54000 [illegible] 32961-4-2 [illegible] 24,563-1-10 [illegible] 57525-0-0 [illegible]

610 R
7-9-52

Ex to 3603

1683-11-4

5-7-1-11

I beg to remain

Sir,

Your most obedient humble servant

4th September 1894

Bangalore

R. Muddaiah

b 42

Section SR
Jr No 54
Serial No 2 13

Ordinary.

From.
Chief Secretary
Bangalore.

To,
Deputy Commissioner
Mysore.

Postpone until further orders, Sale of Chikmuddappa's property for Toddy dues. Letter follows.

7th September 1892. /Signed/ T. Ananda Row
Chief Secretary

R D

No. 3602.
R.J. 3-92

Office of the Dewan of Mysore
Dated Bangalore 7/9 Sept. 92

Copy of the above telegram is forwarded by Post, to the Deputy Commissioner Mysore District for information.

By order

Draft 7/9
Chief Secretary

Mr.

(General Serial No. 30.)

1892.

From

The Chief Secretary
to the Dewan of Mysore.

To

The Deputy Commr of the Mysore District

Dated 7th September/92

Despatched

Received

Enclosures No.

General No. 3603
No. R. 7. 3-92

Forwarding a petition from Chicka Muddappa, with a request that pending settlement of certain points raised in the petition, the Sale of his property attached for arrears of Toddy Rev: due by him, may be postponed-

References to be marked.

Section S.R.
File No 56-92
Serial No 3603

43 5

14

No. 3603 D/ 7-9-92
R.J. 3-92 7
Sw. 5

Memo - Mysore Rdb

Sir

I am directed to forward for your careful attention Petr (Rep. No) dated 4 inst from Chik Muddaya on the subject of arrears of Land Revenue (Govt Loan) demanded from him & for which his property is attached and advertised for sale on the 10 inst -

2. I am to invite your attention to the enjoined memorandum containing a few remarks on the general points forming the subject of representation & prayer - It will appear therefrom that except the decree in the Chamarajnagar

Cases & the prayer
for remission of Interest
the points are all of
comparatively less im-
portance and such
as have to be settled
~~on the Debate~~ by myself -
I am to request that
you will despise of all
these points & report
the result for the
information of Govern-
ment -

3. Government will
be pleased to remit
Interest & no demand
need therefore be made
on that account -
The Gillandra cases will
be decided on a day
to be presently fixed after
the Dassera Represen-
-tative Assembly for
having better rules and
receiving some further
information which is not
at present apparent

on the record - 60 46

It Meanwhile I am
to request that you will
submit your final
report above called
for & when the Govt
take its decision thereon
I shall be
glad to
give effect
7 Sept 1992

The disposal of the
main points of
report I am to
request that you
will postpone
the ~~the~~ subject the
attached papers -
I have not sent
you a telegram to
this effect -

Memorandum

Point of Ref^{ce} -

1 ~~#298-3-2~~ being diff^{ce}
betw^{n} Cash & suspenses
heads and the amount
credited - Attributed to
absence of receipts - but
Capable of proof by ac -
counts & admissions of
parties concerned -

Remarks

1 This is capable of
easy verification & settl^{t}
in the District spn - If
the persons concerned
admit there is an
end of the matter -

2 #1749-2-5 Amount of Chandars' Local Cess to be removed from Chandars out of pay &c thereafter made to them -

2 This amount is evidently the Local Cess at 1 a per # on #27986 added thereon as Chandars' dues yet removed from the Cultivators - The Petrs' contention is prima facie reasonable - It is the Chandar who is in immediately battle to pay Local Cess & Govt & the Collector is required to pay the Govt in the first instance & withhold the from his pay &c Chandars - Thus this amount of Local Cess is included in #27986 added and may not be taken in addition &c - It is not clear why the Dy C. has advised the latter course -

3 #10000 due to Zaptindar of Chandur -

3 The appeals before Govt will be decided soon after the Banaras Legislative Assembly

4 #557-1-11 Ex Cess pay &c to Mr. Tawhally Chandur -

4 If thereby means that the Chandar has been or is being paid more than he is entitled to by his own admission or agreement with the Dy C. - This is matter for the Dy C's early disposal -

5 #1683-11-4 Interest for delay in payt of Lobby Khit -

5 Govt may be pleased to remit interest - No demand need be made on this account -

6 #473-14-8 Diff re bet the Govt's accounts & accounts kept in the Debt Offie -

6 This is matter for the Dy Sec & Secretary to settle -

7 Amount due from partner Chik Malaya

7 This matter requires enquiry - The Comptroller will in the mean while be requested & await further orders before his securities are released or otherwise disposed -

Yes

No. 3603½ dt 7-9-92
R.J. 3-92

7 Sept 92

Extract of portion
to Comptroller for info
& guidance

Yes

16 49

17th September 1892.

Bangalore

Recd 18/9/1892

To.

The Chief Secretary
to the Dewan of Mysore

Rev Dept.
Return prefers today
Mrk
19/9/92

19/9/92

Respected Sir,

Adverting to your memo No. 3884/3-92 of the 8th instant I respectfully beg to submit with reference to the item of interest viz Rs. 18634 odd shown in the memorandum annexed thereto, that when I represented my case I had not with me the accounts to show the exact amount that has been realised as interest for delay in payment of Loddy Khist of Mysore District during my contract. That when I examined my accounts I found more sum has deducted as interest for delay. Now I request that the Deputy Commissioner of Mysore will be ordered to examine my accounts of interest paid to government for delay the payments of Loddy Khist, and remit the same duly to me. I need hardly mention that this grant of this indulgence will greatly help me at this critical time.

I hail it as an inestimable boon conferred on me by this benevolent Government.

I beg to remain
Sir
Your most obedient servant
R. Mooddappa

From.
R. Mooddappa
late Loddy Contractor
Mysore

15

Section S.P (General Serial No. 32.)

1893.

16

No. 2006

Name of Petitioner. R. Nadoapa

Village. Mysore

Taluk. "

District. "

Date of Arzi. 3-2-93

Date of Receipt. 6-2-93

Date of Disposal.

No. of Enclosures. 4

Submitted to the Chief Secretary.

11
6/2/93

Order

Copy of the petition will be forwarded to the Dy Cr for report with the file & remarks for guidance.—

As to the first point relating to a sum of Rs 8578-4-10 stated to have been credited towards interest the Deputy will be prepared to submit a record of examination & a favourable recommendation on the prayer herein & on receipt from the Dy Cr a report that this amount has really been credited towards interest, and that all arrears except to this extent have been recovered without further coercive measures.

As to the 2d point no orders are necessary as the Dy Cr is now dealing with it.

188 Files 13/2

To the Dy Commr Dist
Copy to Pet & Pet's vakil

Drafted
13/2/93

ABSTRACT.

Petitioner prays that orders may be passed sanctioning the refund to him of Rs 8518-4-10 being the amount of over due interest recovered from him, that Execution proceedings may not be taken against him for the recovery of Rs 12000 due by Chicka mallia & Hotte Rungama, and that his latter amount may be recovered from the said Chicka mallia & Hotte Rungama alone and that his properties may be released from attachment.

new

Mysore Govt. Central Press Bangalore—7-9-92,—1000.

Recd 6/2/93

16

Petn. Branch
Register & transfer
to the Revenue Branch
for papers early
MRL
6/2/93

MYSORE DEWAN'S OFFICE
PETITION DEPARTMENT
REG'D. NO. 2006
DATE 6-2-93.

To
The Chief Secretary to the
Dewan of Mysore.

Previous papers
Subd to Ch. Secy
with R.F 3-93
on 4.2.93.
Sec IV
6-2-93.

Sir

I beg respectfully to submit
for information and orders copies of Peti-
tions dated 4th & 19th December last
presented by me to the Deputy Commr.
Mysore, with reference to Government's
Order No. 3603/3-92 Dated 7th September 1892
and of the Deputy Commissioners' order
No. 1905 dated 6th Instant.

Submit this also
to Chf Secy. MRL
6/2

It will be seen that I claimed
a refund of the sum of Rupees 8518-4-10
being overdue interest recovered from me
from time to time during the currency
of my Contract: but in para 4 of his
order the Deputy Commissioner has
declined to grant my request on the
ground that the Government Order re-
ferred to did not specifically sanction
such.

such refund

Para 3 of the Government order in question says that "Government will be pleased to remit interest" which I understood to mean, and which was my aim, that the amount recovered from me on account of overdue interest from the commencement of my Contract would be remitted or refunded, but the deputy-commissioner has taken a different view of the matter.

When I gave the figures (1683-11-4) mentioned in Para 5 of the Memorandum which accompanied the Government order above quoted, I have not had in my possession accounts to shew the exact amount that had been deducted towards interest out of Khisti's amount paid by me: in fact there were no arrears of overdue interest at the time the above order was issued and my prayer was to get a refund of the whole amount of interest recovered from me.

Under the above circumstances I beg respectfully that early orders may be passed in view to the refund of this amount.

amount.

The statement appended to my petition to the Deputy Commissioner dated 19th December last will show that Rupees 1200/- are due by Chicka Mulliah and Hotte Rungana, partners of the firm of Messrs. Dairy Muddappa & Co. In para I of his order the Deputy Commissioner expresses his intention to take out execution against all the partners including myself.

As per details shown in the Statement Chicka Mulliah & Hotte Rungana are clearly liable to pay the whole amount of Rupees 1200/- and there is every probability of its being recovered. I beg therefore that the Deputy Commissioner may be kindly asked to realize the same and credit towards the amount viz: Rs. 1838/1- awarded to the Yellandoor Jaghirdar.

The two items makes up Rs. 2058/4/10, after realization of which the Deputy Commissioner may be kindly asked to release my properties under attachment, of course, recovering from me any balance which

which may still remain 4 54

In conclusion I respectfully Solicit that you may be graciously pleased to pass early and favorable orders in the matter and save me from mental anxiety and suspense, to say nothing of the disgrace, which the attachment of my properties has subjected me to and which unfortunately preclude my entering into any Contract.

I beg to remain
Respected Sir,
P. Moodaliyah

Mysore
3rd February
1893.

ಸಂಖ್ಯೆ: ಕೆಆರ್‌ಐಡಿಎಲ್/ಟೆಂಡರ್/ಕಾಮಗಾರಿ/2024-25/1234

ದಿನಾಂಕ: 15.03.2025

ಟೆಂಡರ್ ಸೂಚನೆ

ಕರ್ನಾಟಕ ಗ್ರಾಮೀಣ ಮೂಲಸೌಕರ್ಯ ಅಭಿವೃದ್ಧಿ ನಿಗಮ ನಿಯಮಿತ (ಕೆಆರ್‌ಐಡಿಎಲ್) ಮೂಲಕ ಕೆಳಗೆ ನಮೂದಿಸಿರುವ ಕಾಮಗಾರಿಗಳಿಗೆ ಅರ್ಹ ಮತ್ತು ನೋಂದಾಯಿತ ಗುತ್ತಿಗೆದಾರರಿಂದ ಮೊಹರು ಮಾಡಿದ ಟೆಂಡರ್‌ಗಳನ್ನು ಆಹ್ವಾನಿಸಲಾಗಿದೆ. ಟೆಂಡರ್ ದಾಖಲೆಗಳನ್ನು ಕಚೇರಿ ಕೆಲಸದ ದಿನಗಳಲ್ಲಿ ಮಾತ್ರ ಪಡೆಯಬಹುದು.

ಕ್ರ.ಸಂ.	ಕಾಮಗಾರಿಯ ಹೆಸರು	ಅಂದಾಜು ಮೊತ್ತ (₹)	ಇಎಂಡಿ (₹)	ಟೆಂಡರ್ ಸಲ್ಲಿಕೆ ಕೊನೆಯ ದಿನಾಂಕ
1	ಹಿರೇಕೆರೆ ಗ್ರಾಮದಿಂದ ಮಾವಿನಕಟ್ಟೆ ಕ್ರಾಸ್‌ವರೆಗೆ 3.2 ಕಿ.ಮೀ. ಡಾಂಬರು ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ	48,50,000	97,000	28.03.2025
2	ಕೆಂಪಾಪುರ ಗ್ರಾಮದಲ್ಲಿ ಸಿಸಿ ಚರಂಡಿ ನಿರ್ಮಾಣ ಮತ್ತು ಕಲ್ಲು ಹಾಸು ಕಾಮಗಾರಿ	12,00,000	24,000	28.03.2025
3	ಸರ್ಕಾರಿ ಪ್ರೌಢಶಾಲೆ ಕೆಂಪಾಪುರ ಕೊಠಡಿ ದುರಸ್ತಿ ಮತ್ತು ಶೌಚಾಲಯ ನಿರ್ಮಾಣ	8,75,000	17,500	29.03.2025
4	ಕೆರೆಯಂಗಳ ಗ್ರಾಮದಲ್ಲಿ ಕುಡಿಯುವ ನೀರಿನ ಪೈಪ್‌ಲೈನ್ ವಿಸ್ತರಣೆ	6,40,000	12,800	29.03.2025
5	ಬೆಟ್ಟದಹಳ್ಳಿ ಗ್ರಾಮದಲ್ಲಿ ಸಮುದಾಯ ಭವನ ನಿರ್ಮಾಣ	15,00,000	30,000	30.03.2025
6	ಮಾವಿನಕಟ್ಟೆ ಕ್ರಾಸ್‌ನಲ್ಲಿ ಬಸ್ ತಂಗುದಾಣ ನಿರ್ಮಾಣ	2,10,000	4,200	30.03.2025
7	ಹಿರೇಕೆರೆ ಕೆರೆಯ ಏರಿ ಬಲಪಡಿಸುವಿಕೆ ಮತ್ತು ತಡೆಗೋಡೆ ನಿರ್ಮಾಣ	9,60,000	19,200	31.03.2025
8	ಕೆಂಪಾಪುರ ಗ್ರಾಮದಲ್ಲಿ ಬೀದಿ ದೀಪ ಅಳವಡಿಕೆ ಮತ್ತು ಸೌರ ಫಲಕ ಅಳವಡಿಕೆ	4,80,000	9,600	31.03.2025

ಷರತ್ತುಗಳು:

1. ಟೆಂಡರ್ ದಾಖಲೆಗಳನ್ನು ಕಚೇರಿ ಕೆಲಸದ ದಿನಗಳಲ್ಲಿ ಮಾತ್ರ ಪಡೆಯಬಹುದು. ಅಂಚೆ ಮೂಲಕ ಕಳುಹಿಸಲಾಗುವುದಿಲ್ಲ.
2. ಟೆಂಡರ್ ಸಲ್ಲಿಸುವ ಗುತ್ತಿಗೆದಾರರು ಕರ್ನಾಟಕ ಗ್ರಾಮೀಣ ಮೂಲಸೌಕರ್ಯ ಅಭಿವೃದ್ಧಿ ನಿಗಮ ನಿಯಮಿತದಲ್ಲಿ ನೋಂದಾಯಿತರಾಗಿರಬೇಕು ಮತ್ತು ಅವರ ನೋಂದಣಿ ಪ್ರಮಾಣಪತ್ರದ ಪ್ರತಿಯನ್ನು ಲಗತ್ತಿಸಬೇಕು.
3. ಅಂದಾಜು ಮೊತ್ತದ ಶೇಕಡಾ 2ರಷ್ಟು ಇಎಂಡಿಯನ್ನು ಡಿಡಿ ರೂಪದಲ್ಲಿ ಸಲ್ಲಿಸಬೇಕು. ಯಶಸ್ವಿ ಗುತ್ತಿಗೆದಾರರಿಗೆ ಕಾರ್ಯಾದೇಶ ನೀಡಿದ ನಂತರ ಇಎಂಡಿಯನ್ನು ಹಿಂತಿರುಗಿಸಲಾಗುವುದು.
4. ಅಪೂರ್ಣ ಅಥವಾ ತಡವಾಗಿ ಸಲ್ಲಿಸಿದ ಟೆಂಡರ್‌ಗಳನ್ನು ಯಾವುದೇ ಕಾರಣ ನೀಡದೆ ತಿರಸ್ಕರಿಸಲಾಗುವುದು.
5. ಕಾಮಗಾರಿಯ ಗುಣಮಟ್ಟ ಮತ್ತು ಸಮಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಅಂತಿಮ ನಿರ್ಧಾರ ಕೆಆರ್‌ಐಡಿಎಲ್ ಅಧಿಕಾರಿಗಳದ್ದಾಗಿರುತ್ತದೆ.

ಕಾರ್ಯನಿರ್ವಾಹಕ ಎಂಜಿನಿಯರ್
ಕೆಆರ್‌ಐಡಿಎಲ್, ಹಿರೇಕೆರೆ ವಿಭಾಗ

19-12-92.

/Sd/ R. C Muddappa

/True Copy/

R Muddappa

2
57

To

A. Rungasawmy Iyengar
Deputy Commissioner
Mysore District
Mysore.

Respected Sir,

Adverting to the chief Secretary's letter to your address No. 3603-3-92 dated 7th instant, a Copy of which furnished to me with his memo No. 3884-3-92 of the 8th idem I beg respectfully to submit with reference to the item of interest viz: Rs. 1683/11/4 shown in the memorandum annexed thereto, that when I represented my case to the Government I have not had in my possession the Accounts to show the exact amount that has been realized towards interest. I now beg to submit a statement showing the sum of Rupees 8205/8/10 paid towards interest from 1887 to the end of my Contract (ie: 31st March 1890) and from 1890 to 1892 and to solicit that you will be kindly pleased to have the amount verified with Treasury.

Treasury accounts and I am not sure whether this amount is also accurate and after finding the correct sum, please recommend the same amount as being remitted. I need hardly submit that the grant of this indulgence will greatly help me at this Critical time and I will look it as an inestimable boon conferred on me.

12th Sept. 1892
4th December
Mysore

I beg to remain
Respected Sir.
Your most obedt. Servt.
/Sd/ R. C. Muddappa.

/True Copy/
R. C. Muddappa

24

To

A. Rungasawmy Iyengar Esqr.
Deputy Commissioner
Mysore District
Mysore.

Respected Sir.

I have explained reference and my own account as far as possible what amount is yet due by me to Inamdars. I have not included in my accounts the balance claimed by Yellandoor Jaghirdar as my account before Government is still pending and no orders have been passed. according to accounts in the District Office as well as in mine. I have paid to Yellandur Jaghirdar a total sum of Rupees 24563/11/10 for the period of my Contract from 1887 to 1890. As for the amount due by the previous contract I am not responsible but Chicka-Mullia and his brother Hotte Ringanna according to the settlements made between us.

I beg to enclose a Statement showing what amount is due by them towards

Inamdars

Inamdars' dues. and request that necessary steps may be taken to recover the same. I also beg to submit another Statement Showing the amount of overdue interests recovered from me since the beginning of my Contract from 1897 to 1892 amounting to Rupees 8518/4/10 this amount has been recovered over & above the Khist payable of which there is not now a single pie in arrears.

I beg you will be pleased to recommend to Government that the total Amount may be refunded to me and that my properties now under attachment also released

I beg to remain
Sir,
Your most obedt. & humble
Servt.
/Sd/ R. C. Muddaiya

19th December 1892
Mysore

/True Copy/
R. Muddaiya

76 !!

Read the following papers:-

1. Petition from Bichi Muddappa No. 345, dated 14th December 1892, requesting the return of the money bonds as some of them are to become time-barred.

2. ____ Do. _____ Do. _____ No. 346 dated 4th December 1892, requesting that the over due interest paid by him since the beginning of the contract and amounting to Rs. 8,205-8-10 may be remitted.

3. ____ Do. _____ Do. _____ No. 453 dated 19th December 1892, requesting the return of the money bonds deposited as security, as the amount of the arrears have been greatly reduced.

4. ____ Do. _____ Do. _____ No. 454 dated 19th December 1892, stating that Sawcar J. Kariannan is about to sue him for the debt due on some of the immovable properties previously mortgaged to him, but which have been subsequently placed under attachment for to-day arrears due to Government, and requesting early permission for the transfer of the amount of debt from J. Kariannan to some other person.

_____ Do. _____ Do. _____ No. 455 dated 19th December 1892, requesting that

rupees 12,000 due as per details in statement may be recovered from Chetty Kalliah and Patté Rungayya partners in the firm of Messrs Davy Muddappa & Co., and that the mesne and the amount then due interest viz: Rs. 8,518-4-0 may be recommended to Government.

Read also:-

6. Para 3 of the Chief Secretary's letter No. 3603 dated 2nd September 1892. R. J. 3-92

Order.

It is understood that K. C. Muddappa, Kammiah his heirs, Chetty Kalliah, and Patté Rungayya the partners of Davy Muddappa & Co., that Mr Davy has severed his connection from them subsequently, and so he is still liable legally to Government as they have not agreed to the severance. The amount due from that firm is about Rs. 11,838, and execution may be taken out against all of them.

As the decree and the unencumbered bonds &c of Mr K. C. Muddappa now under attachment may be valued at about Rs. 25,000 and their security including the net value of the encumbered

property is ample enough, the money bonds &c amounting to Rs. 10,856-8-6 may be released from attachment and returned to him.

3. His request in regard to the transfer of the debt due by him to Jumpannana Karriannā is granted on the express understanding that he will not further encumber the lands &c and that he will duly execute a muchalika to that effect with the stipulation that he should be responsible for claims against Davy Muddappa & Co., if in case no realization is made as against the other partners, above named.

4. As regards his claim for refund of payments on account of over due interest, the orders of Government read above does not specifically sanction such refund. It apparently waives only the claim for such interest in arrears. Under such circumstances, the Deputy Commissioner is unable to allow the refund prayed for by Sheik Muddappa.

/Signed/ A. Rangasami Iyengar
Deputy Commissioner
Mysore District.

Dated Mysore
6th January
1893.
No 1905

Copy forwarded to Mr. R. L. Maddappa

18

Read

Section S.R.
File No 54-92
Serial No 6

Petition dated 3rd Feb: 93 from R. C. Muddappa praying that orders may be passed, sanctioning the refund to him of Rs: 85-18-4-10, being the amount of over due interest recovered from him, and soliciting further that Execution proceedings may not be taken against him for the recovery of Rs: 12000 due by Chikka malliah Hotte Ranganna, the latter amount recovered from the Chikka malliah & Hotte Ranganna alone and that the Petitioner's properties may be released from attachment.

13523
P1019
8/13/2/93

Order

Copy of the petition will

will be forwarded to the Deputy Commissioner Mysore Distt, for information with the following remarks for guidance:-

2 As to the first point relating to a sum of Rs: 8518-4-10 stated to have been credited towards interest, the Diwan will be prepared to accord ~~reconsideration~~ a favorable consideration to the prayer contained in above petition, on receiving from the Deputy Commissioner a report that this amount has really been credited towards interest, and that all arrears except to this Extent have been recovered without further

resort

resort to Co-ercive measures.

3. As to the 2nd point, no orders are now necessary, as the Dr. Commr. is dealing with it.

13/2/93

Chief Secy

Pet-

No. 13523.
P. 1019.

Mukt.

To. The Dr, Commr.
Mysore Dist.

Copy to Petitioner R.C. Mudappa in reply to his petn of 3rd inst.

No. 13524
P. 1020.

(General Serial No. 30)

1893

10871/2
18 AUG 9
42725/2

20

From

The Deputy Commissioner
Mysore District

To

The Chief Secretary to the Dewan
of Mysore.

Dated 27th March 1893.

Despatched

Received 28 March

Enclosures No. 12.

General No.

No. 1193.

Submitting report on the petition received from Thibr Muddappa, Sale toddy contractor, Mysore District.

Ref

Return Petitioner personally

8/8/93

8/8/93

Forwarded with note.

M. G. C. P. Bangalore.—27-1-93.—5,000.

27 69

(20)

No. 193.
En. Petition No. 610
with its 4 enclosures.
Memo & 6 papers

Cellpore Dy Commrs Office
Dated Cellpore 27th March
1893.

From

A. Rangasami Iyengar Esquire
BA. BL.
Deputy Commissioner

To

The Chief Secretary to the
Dewan of Cellpore
Bangalore

Sir,

With reference to your letter No 3603/27.3-92 dated 7th September last giving cover to a petition received from Chik Muddappa, I have the honor to state that in accordance with the orders conveyed both by telegram and the above letter, the sale of Chik Muddappa's properties has been stopped.

2. I shall now begin to deal with the points referred to in the Memorandum received with the above letter.

(1) Rs 298-3-2 difference between Chik Muddappa's payments and the total amount as per receipts credited in the District accounts. — Chik Muddappa after reference to his own accounts produced a Memo

copy of which is herein enclosed — shewing the details of the amounts paid to Inamdars for which however no receipts had been taken explicit. The total amounts to Rs 2 78-2-2 — Chik Muddappa had undertaken to produce before me the pattas of these sums but has not yet come so — no action can be taken here, this office until these payments are certified to by the parties —

Rs 1749-2-5 amount of Inamdars Local cess — } It is to be noted that this amount of local cess payable by the Contractor to Government on account of the Inamdars is merged in the sum of Rs 27986-1-10 and ought to be omitted — A sum of Rs 7428-14-4 claimed for Local cess on Inamdars' dues in the contract of Davey Muddappa and Co is still under correspondence — Final orders are however necessary in the matter of this claim for a complete settlement of Chik Muddappa's accounts — As the arrear of Government

× Vide this office No 2781 of 10-11-90 to the Excise Comr.

Klists still due on account of that
Contract was claimed from petitioner
it was intended to show this sum
also as an outstanding against him
but Rs 1749-2-5 were shown instead
of Rs 7428-14-4 and that without
sufficient details owing to inadvertence.

(3) Rs 10:00 10000 due to the
Jagirdar of Yellandur

Note

Rs 11838-11-10 awarded
in appeal-Vide Govt
order no 920-3 223-92. of
11-12-92.

(4)

Clerk Muddappa
appears to contend
that outstandings
amounting to
some 12000 Rupees
had been set apart
for payment of the Jamdar's dues
relating to the period of Davr Mud-
-dappa and Co's contract, but that the
same had been collected and appro
-priated for private purposes by
Clerk Mallikh and Holte Ranganna
his copartners in the said company
and that therefore they should be
called upon to pay this arrear (vide
petition presented at this office vide
No: 455 of 12-12-92. mitted herewith). But as any such
arrangements between the partners

even if true was not reported to the Government or recognized by it the members have been taken to be jointly and severally responsible for this and other dues and demand notices issued accordingly to all the partners. In answer to these notices Mr Davy has returned the notice endorsing on it that he was not a member of the firm. Bommaiah being dead notice was served on Chik Bommaiah his son and heir. He has not submitted any explanation. Chik Muddappa as stated above pleads a set off of Rs 12,000 against Holte Ranganna the only other surviving member of the company, Chik Malliah another partner having died undivided from Holte Ranganna, and prays to be exonerated from liability to that extent. Notice has not yet been served on Holte Ranganna personally owing to his absence from Mysore.

An enquiry will be held in connection with this item and needful steps taken to recover the money from all available partners. The result of these measures will be separately reported.

(4). Rs 557-1-11 said to be excess payment to the Enamdar of Uttarahalli - This Inamdar claimed a total amount of Rs 1408-8-11 and the same was directed to be paid vide Government order camp no 1193 of 26 March 1890 - Before the receipt of this order the Inamdar had received from Chikkmuddappa Rs 274-12-9 giving a receipt therefor. Chikkmuddappa pleaded that the claim had been compromised by the said payment and that the receipt was taken in full discharge thereof. But the Inamdar on the other hand contended that it was not a full discharge. These circumstances were reported to Government and the payment of the so called excess amount finally approved (vide Government order no 6859/244 of 11 September 1891). He is therefore

not entitled to any credit on this account-

(5) Rs 1683-11-4 Interest for delay payment- — } Clik Muddappa prays for the remission of a total sum of Rs 8518-4-10 including this amount as overdue interest from the Commencement of his own contract on the 1st April 1887 to end of March 1892 - Government have been pleased to promise a favorable consideration in the matter and a bill for Rs 8305-8-10 certified to by the Treasury Officer is submitted -

The amount of Rs 8305-8-10 is Fees - 8-13-4 Interest 212-4-10

3- No demand was made of Clik Muddappa recently for overdue interest but only an adjustment of Rs 1683-11-4 towards delay interest on 31st March 1891 was made by this office from the amount to his credit in the Treasury - This Clik Muddappa demurs to and wants to be excused -

(6) Rs 473-14-8 difference between Clik Muddappa's accounts & the accounts of the District Office. — } Clik Muddappa has produced no vouchers or

65 75

references in support of his allegation and I am unable to discover any error in our accounts

4. The petition received with the proceedings under reply together with the enclosures is herewith returned.

I have the honor to be
Sir,
Your most obt Servant

Deputy Commissioner
Mysore District

Countd:

Dis 7417
2-9-92

No 223

The hubs of the
deputy commissioners
matters before
I can be here
from
Yours
Amean

Dis to Govt

610 R
7/8/92

To
The Deputy Commissioner
Mysore District
Mysore

Dated Mysore the 1st September 1892

No

Sir,

I beg respectfully to lay before you the following circumstances and earnestly solicit the favor of your kindly submitting the same with your valuable support for the favorable consideration and orders of the Government.

I have had the honor of holding the Toddy Contract of the District for various periods during the last decade and acquitted myself to the satisfaction of Government. During the last Contract however, I have been singularly unfortunate in having had to work the farm under great disadvantage and to contend with numerous difficulties.

I feel deeply indebted to you for the generous manner in which you lately saved me from pecuniary loss, mental anxiety and public disgrace. I sincerely trust that you

may likewise again be allowed to represent my case and obtain the indulgence which I now seek at the hands of the benevolent Government.

I beg to annex details showing how my accounts with the Government now stands viz:

Amount of which are not to-date ——— 15,355-0-0

Amount due to Inamdars exclusive of Yelamma Jaigirdars Claim ——— 11,294-3-5

Amount due on account of Jewel Loss — 182-0-0

Total Rs — 26,831 — 3-5

There is in the Treasury a deficit of 1,500 and odd which the Imam Government loans which in all may come to about 19,000 Rs.

Amount due to 9 Inamdars Jaigirdar for period from 88 to 1890 @ nine years at 6000 per year = 54,000-0-0

Recent amount paid on Contracts since the Jaigir was from 1881 to 1887 ——— 32,961 — 4 — 2

Through Government ——— 24,063 — 11 — 10

Total — ——— 57,025 — 0 — 0

Excess amount paid ——— 3,725 — 0 — 0

The Jahgirdar has been awarded enormously larger amount than what was in all fairness due to him; and my appeal against the decree is still pending before Government. I beg to submit that proportionate increase has never been paid to any Inamdars in the Province from 1881 up to date, except in the case of the Yelandur Jahgir, which fact will be borne out by the records of the district office and that though most of the Inam Villages

had not been worked by me. I was compelled by Government to pay according towards and a large sum has already been paid by me leaving a very small amount to be paid as shown in the attached statement, this has been a heavy drain upon my resources. I therefore respectfully solicit a favorable view of my appeal.

If the sale is conducted on the 10th instant as per notification in the Guyana Gazette, I need hardly to submit, it will tend greatly to damage my past reputation, besides ruin me for ever in life.

There are large outstandings in the dis which have yet to be recovered, and as you are aware it is not possible to realize them at a stage of circumstances. In some cases I may be forced to take legal proceedings against my subscribers. All this is the matter of time. I therefore respectfully solicit that you will be graciously pleased to recommend to Government in view to my being allowed sufficient time to enable me to pay the sums due to the Crown. In the meantime lands valued $5,000 which are at present under attachment may be held, in shape of security for the amount due by me.

Soliciting the favor of your kinds favorable orders.

I beg to remain
Sir
Your most obedt servt
R. [illegible]

[illegible] DEVANS [illegible]
PETITION DEP. [illegible]
REG'D. 610R
DATE 7/9/92

Ex 6/8603
R. 7-3-92

No 455

No.

Ans 21.12.92

(60)

A. Rungasawmy Iyengar Esq.
Deputy Commissioner
Bryore District
Bryore

Vide order No 1905 dated 6th January 1893 Ans Re the 60 rupees

21/6

Respected Sir.

21.12.92

I have explained with reference and comparing our account as far as possible what amount is yet due by one to Inamdars. I have not included in my accounts the balance claimed by Yellundoor Jahageers as my appeal before government is still pending and no orders have been passed according to accounts in the district office as well as in ~~Bangalore~~ Mysore I have paid to Yellundoor Jahageerdar a total sum of Rupees 24563-11-10 for the period of my Contract from 1887 to 1890. As for the amount due by the previous Contract I am not responsible Chicka mallia and his brother Holtays (According to the settlements made between us) I beg to enclose herein a statement showing what amount is due by them towards Inamdars dues & request that necessary steps may be taken to recover the same. I also beg to submit another statement showing the amount of over dues entered

Received

Statement shewing the delay interest paid for Toddy Khist from 1st April 1887 to the end of 31st March 1892.

year	month & date		Details			
					R	
July	1887	16th	Delay interest for April 87	12	5	.
August	"	23rd	do May "	24	10	5
November		21st	do June "	78	14	7
May	88	29th	do July & Augt & Sept	341	6	7
February	"	11th	do October	103	6	4
April	88	19th	do November 87	151	8	7
July	"	10th	do December & Jany 88	320	10	3
August	"	30th	do Febr & March "	519	15	6
November	"	28th	do & April "	255	9	7
February	89	18th	do May to Sept	1860	3	.
March		4th	do Octob	287	10	11
May		17th	do November	218	7	5
			do December	+ 189	3	.
			do January 89	+ 124	1	10
July		17th	do February	90	4	1
Sept		4th	do March & April	217	13	2
December		11th	do May & June	341	0	11
January	90	20th	do July & August	314	11	11
March		12th	do Sept to November	490	2	4
April		7th	do December	154	11	.
March		31st	do January to March	1683	11	4
November		17th	do April & May	3	2	3
January	91	30th	do June to Octo 91	108	3	5
do	92	27th	do November to August	382	12	2
do		29th	do September	61	1	2
April	92	20th	do Octo to December	183	3	2
			Total Rs.	+ 8518	4	10
				£ 11	13	-

Dy. cc. 4th Sept 92.

8305-8-10

P. Mukerjee
11

47 50

21

8					
87 to 90	Kadakola Inungala.	Mr. Nunja Rajaiyuru.	517	12	6
76 90	Valagayrait Kanipoor	Mr. Balaje Row	95	12	"
91 90	Bagalee	Mr. Dayaay Ray Urs	157	4	
76 90	Alagunchi	Mr. Nunjoondasetty	213	8	10
76 90	Balakradi		568	8	"
76 90	Hallanoor	Mr. Sevalanarayana Sastri	167	8	"
76 90	Alakari	Mr. Pooloosawmy Pundit	436	14	3
	Bagali	Mr. Dasai Urs	184	8	9
76 90	Chamaraj Temple		1961	6	"
76 92	Bayalaloo	Mr. C. Dasaraj Urs	115	1	2
76 92	Dayboor & Kapooragy		85	13	"
76 92	Valagaray	Mr. Shashachar	25	8	"
76 92	Koodlapoor	Mr. Vengala Krisnapa	68	8	9
76 92	Hoosenaloo		66	15	"
76 92	Hooskoor		11	5	"
76 92	Karya	Mr. Ramachar	4	12	"
76 92	Madapoor	Mr. Balajee Row	8	6	6
76 92	Koorahati		76	6	"
76 92	Opanali		13	14	"
76 92	Seliganali	Mr. Soobabut	19	14	
76 92	Bedli		34	2	
76 92	Hokiyala	Mr. Basapaja Urs	45	14	
76 92	Cheekoor		20	14	
76 92	Bilaloo Nagodloo		15	4	
76 92	Gunjada Horali		38	11	
76 92	Sagakay		24	3	
76 92	Tipoor		21	1	
76 92	Vadrali	Mr Rama Row	48	"	
76 90	Yanagunoor	Mr. Gopal Rayaru.	914	7	
90 to 92	Kasanaly	Mr. Veeraiya Urs.	100	"	
90 to 91½	Valagaray		42	7	
90 to 92	Alagunchi		130		
			12209	6	6

R. Muvoodlapa

૧૫૦૦૦-૦૦	૦	૦	૧૫૦૦૦-૦૦

(General Serial No. 28.) Agnoor V

5 — 1893. 20/2/93

From The Deputy Commissioner
Mysore District

To The Treasury Officer
Mysore District

Dated Mysore 1 February 1893
(18)

Despatched

Received

General No. 3022 | 189
No.

Enclosures—Number.

In enclosing herewith a statement showing the amounts stated to have been paid by Mr. R. C. Moodappa Lele Abkari Contractor towards interest, has the honour to request that he will be so good as to return the same

Return the Enclosure duly certified

Treasury Officer
Mysore

24/2/93

8620 - 13-8
313-4-10
8307-9-10

189-3-
1-4-10

Deputy Cashier
18/2/93

(General Serial No. 30.)

22

1893. 3323
R873

From

The Deputy Commissioner Mysore District.

Section S-II
File No 1-11-96
Serial No. 8

To the Chief Secretary to the Dewan of Mysore.

Dated 5th September 1893

Despatched

Received

Enclosures No. 6.

General No.
No. 265

Submitting further report regarding the amount due to the Jaghirdars of Yellandoor by Messrs Davy Muddappa & Co.

Ans March
10/X 8/9

Submitted with note.

Every partner of Messrs Davy Muddappa & Co. is liable to pay the arrears of Revenue due to Govt. The firm had not been dissolved up to 31 March '87 and every member of it is liable, jointly & severally with the others, to pay the arrears due to Govt & Jaghirdars up to or on account of Revenue up to that date.

57

(22)

No 265.
En. 6.

Nyporedy Commrs Office
Dated Allypore 5th September
1893.

From

K. Mahammad Ali Esquire
Asst Deputy Commissioner

To The Chief Secretary to the
Diwan of Allypore

Sir,

In submitting the further report promised in para 3 of this office letter
1/. No 1193 dated 27th March 1893, I have the honor to state as follows:—
2. Notices were served on the parties calling upon them to pay up the amount of Toddy revenue payable to the Jaglindar of Vellandur by Messrs Davy Muddappa and Co for the years 1891-1887 as awarded in the miscellaneous cases nos 384 of 89-90 on the file of the Deputy Commissioner Allypore district, and confirmed in appeal by Government in their Proceedings No 9020-3 dated 11th December
R.F. 223-92
1892.

3. Mr. Davy who had appeared at the former hearing produced a release bond and pleaded that he was not liable for the decreed amount - Bolle Rangamma on behalf of himself and Chikkamallaiah (deceased) and Chikka Boommiah the heir and legal representative of Boimmiah (also deceased) filed a written statement through advocate Mr. M. L. Narasimiengar to the following effect, which I quote in extenso to give the Government an idea of all the points on which they contend against the payment of the decree.

(1) That they were not aware of the decrees passed and that A. C. Mooddappa alone was the recognized Contractor answerable for the revenue payable by Messrs Davy Muddappa and Co to Government and the Enamdars, as per private arrangements entered into between themselves and the said Muddappa.

(2). That they were only Sub Sharers (ಉಪಪಾಲುದಾರರು) with Davy Muddappa & Co

and that the Company was not registered.

(3) That if the Jaglindar had wished to execute the decrees against them he should have included them as parties and caused their defence to be recorded before decision.

(4) That the plaints and decrees were barred by limitation as against the petitioners.

(5). That Davy Muddappa and Co had settled their accounts with their Ash shareis on the date of the plaint and that the Company had been then dissolved.

(6). That Muddappa alone is responsible as he has settled all accounts of Government himself and received back the deposit amount of the Company and as Government returned the deposit amount before he completely settled the claims of Enamdars their responsibilities in the matter (even if any existed) have ceased.

(7) That the Jaglindar who was till now proceeding against Muddappa

Note.

The deposit amount was credited towards arrears of Government Khists, but not returned.

alone is not right in proceeding now against them and that they are not responsible as their rights against Muddappa have been injuriously affected either by the time allowed to Muddappa for payment of dues or by the releasement of his attached properties.

(8) That the statement of Muddappa to the effect that they owe him Rs 12,000 is false.

(9) As by Chief Court decree (exhibit marked A) Muddappa has to render accounts to them.

(10) That for these reasons they pray that amounts may be recovered from Muddappa alone and that mutual liabilities between themselves and Muddappa may be left for the decision of Civil Courts.

4. Against the above R C. Muddappa filed the following statements on his behalf:-

(1) That the Toddy contract of the Mysore District was held from 1881 to 1887 by Messrs Davy Muddappa and Co.

the firm being composed of Messrs (1) Davy (2) Bommiah (3) Chikka Mallanna (4) Chikka Muddappa and (5) Hobe Ranganna.

(2) That in 1886 Bommiah died and Chikka Mallanna took his place as Head man: that Chikka Mallanna in 1887 released Mr Davy and gave him a bond to that effect signing it on behalf of himself and other partners on the 21st January 1887.

(3) That in August 1887 the accounts of the firm were settled and as the claims of many Enamdars remained unsettled up to that date, it was agreed that the following outstandings should be allowed to be collected by Chikka Muddappa and be used by him to pay up the dues of the Enamdars.

	Rupees.	
Due by Chikka Mallanna as per Ex 5,	902-	
Do by Mr C. Papanna	8,500-	
Do by Hobe Ranganna being interest on Govt of India Pro: notes taken by him at the Company Settlement.	4,500-	4,500-
Do by Chikka Mallanna on acct of India Govt bonds deposited in Madras Bank in his name.	1,000	

other Government officers acting on behalf of Government at that period.

(5) That the facts stated by him can be proved by documentary evidence and that in the written statement filed by Hotte Rangamma and Bommiah they admit that they were partners.

(6). That though some of the Government Contract bonds were not signed by Muddappa he has not attempted to dispute his responsibility in them.

That for these reasons he prays that execution be taken for the collection of the moneys due by the firm from all the members and so relieve him of the sole responsibility.

4. First of all I must point out that according to para 5 of Chikka Muddappa's statement he is unable to produce any document to show, beyond a doubt, that the company consisted of the members mentioned by him - He says in para 4 of his statement that there are other documents which will support

the chief question for decision hinges on the point whether the Company should be held responsible jointly ~~for~~ the recovery of the amount decreed by Government in favor of the Jagirdar or Chikka Muddappa alone individually. Whatever may be the nature and conditions upon which the Company was joined as respondents liability jointly or severally, this much is clear that all along Chikka Muddappa has acted as an active partner in settling the claims of the Company and in receiving its dues. He has by his actions always shown himself to be principal responsible to Government. He cannot now shirk from that responsibility and I consider that he is estopped from doing so by his own actions.

8. But before proceeding to take any final step, I beg to submit the entire records and solicit your early instructions on the point whether

Exhibit A

67 113 22/a

In the Chief Court of Mysore at Bangalore.

Present

T. R. A. Thumboo Chetty Esquire, Chief Judge

and

P. N. Krishna Murthi Esquire, Judge

Appeal No. 152 of 1892.

1. Chikka Malliah
2. Hote Rangamma
Appellants

vs

Chikka Muddappa
Respondent.

Appeal from the decree of the Court of the District Judge of Mysore dated the 12th day of May 1892

Memorandum of Appeal

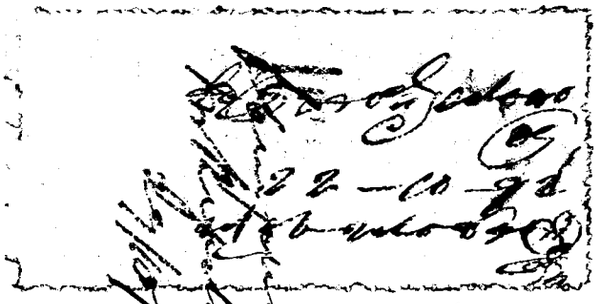
Chikka Muddappa ——— Plaintiff

vs

Chikka Malliya & another ——— Defendants.

Appellants Chikka Malliya and another above named appeal to the Chief Court of Mysore against the decree of the District Judge of Mysore in Original Suit No. 33 of 1890 dated the 12th day of May 1892, for

the



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In the Chief Court of Mysore at Bangalore
Monday the 17th day of October 1892.

Present

P.R.A. Thumboo Chetty Esquire, Chief Judge
and
C.A. Krishna Murthi Esquire, Judge

Appeal No 152 of 1892.

1. Chick Mallia
2. Hotte Rangamma } Appellants. (Defendants)

Chick Muddappa. Respondent. (Plaintiff)

Appeal against the decree of the District Judge of Mysore, in Original Suit No 33 of 1890.

This appeal coming on for hearing on Tuesday the 22nd day of September 1892. the Court delivered the following.

Judgment

It seems to us that Plaintiffs suit as now brought is not maintainable.

Plaintiff

Plaintiff and Defendants were partners in an Abkarri contract. There was an ad interim settlement between them on 31st August 1887, as stated in Exhibit B. That settlement was not final. The parties reserved the final and complete settlement till Plaintiff rendered a detailed and accurate account of the adjustment of the "Jena" and "Dena" (what was due to the partnership and what had to be paid to the Creditors of the partnership). This account has not yet been furnished by Plaintiff. Till he renders such an account, it cannot be ascertained whether Plaintiff is indebted to Defendants or the latter to the former.

The condition in Exhibit B, which imposes the liability on Plaintiff to render an account before he could demand any adjustment from Defendants, is as follows:—

"In respect of the aforesaid amounts assets and liabilities, some of the above entries are only approximate and in some of the entries the amounts are not put down, but only

the

the items are entered with the requisite remarks. Therefore I, Sahukar Chikka Siddappah have undertaken the responsibility to adjust all the said Amanath "Lena" and "Deni" items, to settle the balance of instalment amount that may fall due on a comparision of the Company's accounts with the Treasury accounts in respect of the arrack and Toddy concern of the Districts of Mysore, Bangalore and Kolar and and to adjust the outstandings due in the Districts of Coimbatore, Salem and Hosur and those parts. And I Chikka Siddappa, shall adjust all the said items at an early date and shall render a correct account of the settlement to Chik Mallaiya and both Rungamah in respect of the accurate account which Chikka Siddappah has to render as aforesaid, I Chikka Mallaiya hold myself responsible on behalf of both of us."

It is evident from the condition quoted above, that the parties, in order to avoid multiplicity of suits, intended that all the disputes between them should

be

be finally and completely settled when Plaintiff renders a correct and accurate account showing the adjustment of all the Amanatte items of "Lena" and "Lena"—such an account not having been rendered as yet, it is impossible to say how the parties stand, who is indebted to the other and how much one has to pay to the other. Each and every one of the items now sued for can only be adjusted after the "correct account" which Plaintiff has undertaken to render is actually rendered. We deem it unnecessary, at this stage, to discuss the several contentions put forward by Defendants. We consider the Plaintiff's suit premature and we direct, in reversal of the Lower Court's decree, that the Plaintiff's suit be dismissed. As we have disposed of the suit on a point for the first time raised before this Court, we direct each party

to

to bear his or their own costs throughout.

Sd/- T. R. A. Thumboo Chetty

Chief Judge

Sd/- C. V. Krishna Murthi

Judge

True Copy

Sd/-

for Registrar

Copy applied for 22/10/92.

" Ready for delivery 29-10-92 ~~26~~

" delivered to Mr L. Sreenivasa Iyengar

Sd/-

for Registrar

CHIEF COURT OF MYSORE

No of words 578

Amount 0—9—0

Extra fee 0—2—0

Paper cost 0—0—5

0—11—5

Examined Dly

22.
C

memo

11. 4. 93 Translation of the written statement filed by Sardar Hotte Rungama & Bommia in connection with Rev: Mis: Case Nos 3 & 4 of 1889-9 on the file of the Dy Commissioners Mysore Dist.

Zaluedoor Jahagirdar vs Davy Moodappa & Co:

(1) Notice has been served upon the petitioners to show cause why execution should not be taken against them for the amount decreed in the above case.

Their Reply (2). The petitioners were not aware of the decree. Moodappa alone was the recognized Contractor who was answerable for the revenue payable to Govt & the Inamdars and the petitioners were simply (Coolies & Servants) with Davy Moodappa & Co: The said Company was not registered. The fact of the petitioners being partners was neither intimated to the Jahagirdar nor to any body else. If the Jahagirdar had wished to make the petitioners responsible he should have included the petitioners as parties & given an occasion for their being heard & the case then decided. Since this has not been done the petitioners are not liable to the amount decreed. As per private agreements entered into between the petitioners and Moodappa

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only the latter is the responsible person to answer all claims of Govt and the Inamdars.

(3) The plaints and the decrees against the petitioners are barred by limitation.

(4) Davy Moodappa & Co: had settled their accounts with them (Rs 5,000) before the hearing of the case. The Company had been dissolved and Moodappa was been virtually the Company since then. As per said arrangement Moodappa has settled all accounts with Govt and taken back deposits amount &c. Since the Govt have before settling the Inamdars accounts refunded to Moodappa the amount deposited by the Company, the petitioners' responsibility has ceased.

(5) The Jahagirdar has all along taken action against Moodappa and it is illegal to try to proceed against the petitioners simply on the ground of Moodappa having presented a petition to Govt. The petitioners are not responsible to the Jahagirdar since the Govt have allowed Moodappa time, and have released all the property that had been under attachment and thus ~~jeopardised~~ loosened the hold on Moodappa which the petitioners had

had, the petitioners disclaim from all responsibi-
-lities and their liabilities to the Jahagirdar.

(6) The statement of Moodappa to the effect that ~~Moodappa~~ petitioners owe him Rs 12,000 is false. As per Chief Court decree filed herein Moodappa has to render accounts to petitioners. Moodappa has asked for this notice being served on account of the ill feeling between them to put the petitioners into trouble. It is not just on the part of the Jahagirdar to try to execute the decree against the petitioners ~~basing~~ relying on the statement of Moodappa.

The petitioners pray that the amount may be recovered from Moodappa himself leaving ~~it~~ to the Civil Court to decide their ~~w~~ written liabilities.

Sub D
25-4-93
Mdy

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ಹೆಸರು

ಅಭ್ಯರ್ಥಿಯ ಸಹಿ

ಹೆಸರು

22
C

IN THE COURT OF THE Dist Commissioner OF of Mysore

Abbarayp CASE NO 3-4 OF 1889-1890

Plaintiff

Yellaundur Jaha Seendar

Defendants

Davy Muddaphah and Co

1. We the petitioner above named do, by these presents retain Messrs M. L. Narasimha Iyengar & K. Chendrasekharayya Advocates to appear for and conduct the above case, on our behalf to Judgment.
2. We further empower them to execute any decree, or order that may be passed in our behalf
3. We also undertake to confirm and ratify all the legal acts done by the said Advocates in so doing.

Dated 11-4-1893

Accepted

Narasimhaiyengar adv
Chendrasekharayya adv

Signed before me

M. Narasimhaiyengar adv

Sree Krishna Vilasa Press Mysore.

C

£ Real 24

To

The Deputy Commissioner
Dumroe District
Dumroe.

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Sir.

I have the honor to bring the following for your information & kind consideration. The Dumroe district Toddy Contract was held from 1881 to 1887 by Messrs Davy Moodaya & Co. the firm being composed of Messrs Davy Bomia Chetka Mullana Chetka Moodaya & Hotay Rungana.

2. In 1886 Bomia died & Chetka Mullana took his place as head man. In 1887 he released Mr. Davy & gave him a bond to that effect, & signed it on behalf of himself & other partners on the 21st January of that year.

3. The firm with other accounts were settled in August 1887. Up to that time many drawbacks claims were not settled, and it was finally agreed that the following outstandings of the firm should be reserved & collected by Chetka Moodaya for that purpose viz.

I would therefore beg that execution
be taken for the collection of the former
moneys already due and so relieve
me of the responsibility which by
right belongs to the firm. In case of
this suit being dismissed from
your court & execution being served
on me only, there is nothing to save
me from suing and should have
immediately no means of redress.

7. I would now most respectfully beg you
to take all these points into your kind consideration
& relieve me of this responsibility which rightly
should be shared by all those who participated
in the benefits, whatever they may have been
which accrued from the contracts ~~from the contracts~~ from the year 1881 to 1887.

I beg to remain.
Sir.
Your most obedient & humble servt.

27th June 1893.
Mysore

R. Moodaliar.

(General Serial No. 32.)

1893.

(23)

S-R 54 — 9

Camp No 599.

Name of Petitioner. Chik Muddappa

Village.

Taluk. Mysore -

District. Mysore

Date of Arzi. 11 - 11 - 93.

Date of Receipt. 12 - 11 - 93.

Date of Disposal.

No. of Enclosures.

ABSTRACT.

Soliciting very early orders on Mysore Dep^t Commissioner's letters Nos. 1193 (×) and 265 (⊗) of March and 5th Septr 1893 respectively in re Settlement of the Mysore Dist^t Inamdars claims to Toddy Re[venue]

Petitioner complains that his property has been attached on account of the amounts due by his

18/11/93

Rev: & Def: Br^r

Please put up the papers cited for submission to the Secy, Govt.

sd/-
15/11/93

Submitted.

The reports alluded to were submitted to the Chief Secy personally, with a minute, on 25th Sept 93. The Gen: Nos of the reports are as follows:-

× Gen No: 10871½ / R 2725½

⊗ Gen No: 3323 / R 813.

15/11. 18/11/93

Section S.R. 12
Vi 57-92 24
Final No 10
Mysore 25th Nov. 93

My dear Sir

The Contract Bond executed by "Davey Muddappa & Co" dated 4th July 1892 has been signed by

(1) William Vinicombe Davey
& (2). Bommiah.

That executed by R. C. Muddappa, Dodda Mallanna and Kanamiah (called R. C. Muddappa & Co) dated 13th August 1887 has been signed by

(1) R. C. Muddappa
& (2) M. Dod Mallanna

N.B. Kanamma died in the meanwhile Hence -

Read Dr's letter 9/5

Dept. [illegible]
Section PSR
File No 54-2

Order

100 C 54-5 Dy Comm Napier 11th April 1894

The Contract Tasks Contract of the Ngaere Dr. from 1 April 81 to 31 March 87 was in favour of the firm of "Davy Mundahl & Co."

2 The Contract Bond was actually signed by on 4 July 1882 by Mr. Davy & by Bonnicastle and ~~not the~~ and not by the other Partners. Such signing was on behalf of the Firm, was not objected to by the other members of The Firm ~~[illegible]~~ ~~acquiesced in by them. Who also~~ of The Firm ~~participated~~ all members worked the Contracts & participated in the profits; and but was fully acquiesced in by them & must be held to have been made by their authorization.

~~[illegible]~~ -

The Contention of Hotte Rangaunu before the Dy Comm. On behalf

of himself, Chickamallaiah &

~~Chickka~~ Bommiah to the effect
that they were all mere Sub Sheristas
& that ~~Chikk~~ R.C. Moodaliar
was the sole ~~Contractor~~ Govt
Contractor is utterly untenable

~~There is abundant evidence~~

~~It~~ There is conclusive proof
~~to show~~ to the effect that
the partners of "Davey Mudappa
& Co." were

Mr Davey

— R C Mudappa

— Bommiah

— Chickamallaiah

& — Hotte Ranganna.

This point is not disputed by
any one of them. There is
no doubt therefore of the joint &

93
127

Several liability of Every one of
the individuals above named
to pay the Arrears of Rent due
to the Est[e] of Ramdass by Davy Muddaphee & Co[y]

3. It seems that the other Partners
released Mr Davy and Entered
into certain arrangements between
themselves. These are not binding
upon the Govt ~~so far as the~~
Decree and Cannot affect
the proceedings ~~the~~ taken for
the Recovery of arrears of Todays
Rent due to Est[e] of Ramdass
by "Messrs Davy Muddaphee & Co[y]

4. The Contention of Hottee Ranga
on behalf of himself, Bommiah
& Chickamallia, That they

are not liable to the proceed
agst: cannot be accepted. That-
they were not parties to the
Suit & the Jurisdiction of
Court in no Consequence
as the Suit was agst
Messrs Day Mudappa & Co.
& R C Mudappa's defence for the
Suit was as the representative
of the firm. The alleged
settlement of accts
between the
that Suit between
Mudappa & the others is
not binding upon the Court.
5. Under such Circs the Court
direct that the D.C. of Mysore
do proceed agst: Every member
of the firm above named or his
representative in Equality the
decree agst: M/s Day Mudappa & Co.
of Chitaldrug.

& in necessary arrears from,

do not the Dt. Mysore
Transfer
for
Chitaldrug
[illegible]

The refees are not here. They may be found in the D. H. O.
Mcn

Submitted to the Chief Secretary
14/5

Mr Venugopalacharlu
Asst
2 I passed a memo
of Asst there camp orders -
It is applicable to the D.H.O
also - Bangalore
14/5

The Camp No. herein referred to does not appear to have been issued from the (Camp) Chief Secretariat but evidently from the D. H. O. who will please put up the Refees & send them here for the Hon'ble Chief Secy.
14/5

Sub 2.

The order referred to in this appeal with the file was submitted to Under Secretary on the 12th April 1894. It may be kindly ordered to be put up with this and sent to Mr Viraraghavacharlu Naidu for submission to Chief Secretary.

29/6/94

(General Series 32.)

189 4

No. 3132

Name of Petitioner. Gotta Rangamma & Bommayya

Village.

Taluk. Mysore

District.

Date of Arzi. 4-94

Date of Receipt. 26-4-94

Date of Disposal.

No. of Enclosures: Nil

ABSTRACT.

With reference to Govt. order camp no: 54-55 dated 11th April 1894 & to a notice issued to them thereon by the Amildar of Mysore bearing the Deputy Commissioner no: 811 of 21-4-94, the petitioners pray the amount paid by Govt. to R. may be ordered to be refunded & settlement of all arrears due to the Inamdars;

(2) the amounts already paid by the petrs. to Govt. the price of the materials taken to G. Rapanna & Co. viz. Rs 80-25/ be taken in deduction of their quoter of the contribution towards the amount now demanded of them;

3

pending an equitable settlement of this question & having regard to certain urgent domestic engagements of the petitioners & having regard to the large amount demanded of them, an order may be sent to the Deputy Commissioner of Mysore to stay execution of the decree & not to release the property of R.G. Huddappa from attachment but to proceed with the sale of the same.

G.V.K.
9/5.

100 3 32

(General Serial No. 32.)

189 4

No. 473

Name of Petitioner. H.H. the Ramgarwas & Thirth Mahant

Village.

Taluk.

District. Bangalore City

Date of Arzi. 9-8-94

Date of Receipt. 10-

Date of Disposal. —

No. of Enclosures. —

S.R. 54-95 No. 13

ABSTRACT.

Complain that Govt. Proceedings C. No. 54-5 dated 11 April 1894 which makes the petitioners liable for the claim of the Jagheerdar of Yelahanka for the loss resulting from the Jagheer along with the Inam of Mesrs. Davy Murdoch & Co works upon the petitioners with great hardship and pray that contained in the same may be reconsidered.

S.K.R. Revenue Clerk Thro' 19

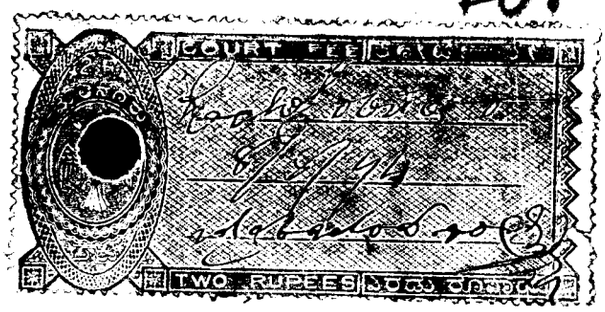
1018 R.L.W.C.

107

136

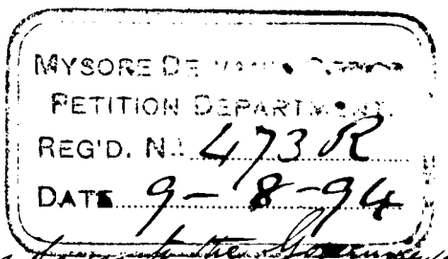
32

2 Rs stamp affixed



+73

Barwah
Pettah cutcherry
Campus 57-55-8 W Mulgs
Shamanna



To

The Chief Secretary to the Government
of Mysore

Sir,

The humble petition of Hatte Rangamma & his nephew Chickmalliah (minor) represented by him and Bomiah respectfully sheweth.

1 In Revenue Miscellaneous Cases No 374 of 1889-90 on the file of the Deputy Commissioner of Mysore, the Jahagirdar of Yelandur claimed a certain amount of money as due to him for toddy revenue of his Jahagir from Devy Kuddappa & Co & R. C. Kuddappa & Co without naming the persons who were partners or sub partners of the Firms.

2 Appeals from the decrees passed in these two cases were made to the Government

Government by both parties.

3. The Dewan of Mysore in his proceedings No. 9020-3 / K.F. 223 dated 11th December 1892, finally awarded Rupees 11,038-11-10 to the Jahagirdar recoverable from Devy Kuddappa & Co. & R.C. Kuddappah & Co.

4. Upon this the properties of Chick Kuddappa who had executed the bond in favor of the Government in respect of the Saldy Contract were attached.

5. Upon his application a notice 9/21st January 93 was served upon us why we should not be compelled to pay the amount.

6 We represented to the Deputy Commissioner of Mysore in a petition that we were only Sub partners like many others in the said Firm. That we neither parties to the bonds executed by the said Kuddappah Devy to the Government nor to the Suits by the Jahagheridar against the Firm, that by the time the Suits were filed, the firm had been dissolved & accounts settled to the effect that Chick Kuddappah alone should be responsible for such claims as that of the Jahaghirdar &c and that Chick Kuddappah was given credit in

in the Settlement to meet such claims.

7. In his letter No 265 dated 5th September 93 the Deputy Commissioner of Mysore seems to have recommended to the Government that we could not be held responsible as decided by the said Chick Shuddappa

8. In appeal Suit No 15-2 of 92 on the file of the Chief Court of Mysore it confirmed the Settlement between the partners & sub-partners of the Firm and dismissed a Suit filed by Chick Shuddappah claiming certain Sums in contravention of the terms of the said Settlement as he failed to render an account as agreed upon therein as to his having satisfied the Claims if any of Shamdaro, Government and others.

9. The Dewan in his proceedings Order No C 54-5 dated 11th April 94 ordered that we are also jointly liable to satisfy the Jahagirdars Claim.

10 This order was passed by the Dewan ex parte, without an opportunity being

being given to us of representing our case.

11. We came to know of this order when notice of attachment of our properties was sent to us.

12. Immediately that is on the 26th April 94 we put in a petition praying that the Dewan may be pleased to review his order, & hear us or our pleader.

13. No order has yet been passed on our application

14. The District authorities of Mysore are threatening us with the sale of our properties.

15. The order as it stands has the effect of compelling us to pay the amount twice over and on account of several others who were partners & sub partners.

16. We therefore pray that you will be pleased to move the Government of Mysore to graciously review the said order of the 11th April last & give us an opportunity of freely representing the merits of our

Our case and difficulties and grievances.

For which act of kindness shall ever pray.

We beg to remain
Sir
Your most Obedient Servants.

Dated 9th August 1894
Bangalore

(General Serial No. 32.)

189 4 33

No. 523

Name of Petitioner. Hotte Ranganna & Chikkamallaya

Village.

Taluk.

District. Bangalore City

Date of Arri. 14 · 8 · 94

Date of Receipt. Do —

Date of Disposal.

No. of Enclosures. Four

Section 52.
Box No 52 A
Serial No 14

Letters asking separately returned 28/10

ABSTRACT.

Submits for perusal 4 papers bearing on their appeal presented on the 9th inst. regarding their liability to the payment of Assessment to the Local Revenue of the Station.

Rbd -

The Petnr - Hotte Ranganna asks for the return of the 4 Docts. pld - Ordered with the usual Orders solicited by Petnrs & Petnrs return them & the Petnrs return in their latest ord

Official Papers Cr. A. No. 55-

from the Deputy Commissioner Bangalore

Copy of Chief Court Judgement - in appeal

1892. No. 15 of 1892

Bundle of Accounts, Agreements &c:

between the Share holders of the Firm.

(Pages 10, 74 & 133)

Respondent, it is ordered and decreed in reversal of the decree of the District Judge of Mysore that Plaintiffs' suit be and the same is hereby dismissed

And it is further ordered and decreed that each party do bear his or their own costs throughout.

Given under our hand and seal this 19th day of October 1892.

(Signed) T. R. A. Thumboo Chetty
Chief Judge
(Signed) P. N. Krishna Murthi
Judge

Copy applied for 22/10/92
" ready for delivery 29/10/92
" delivered to Mr L. Greenwado Esqre
31-10-92

1/20 of Loan 300

Amount 0—4—6

Excise 0—1—0

3 per cent 0—0—3

0—5=9

Brewing Duty Stamp